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Index Nos.: 17 08 428 026 1002, 17 08 428 026
1004, 17 08 426 026 1006 and 17 08 428 025
THIS DOCUMENT PREPARED BY AND
RECORDING REQUESTED BY AND WHEN
RECORDED MAIL TO:
Kelley Drye & Warren LLP
One Jefferson Road
Parsippany, New Jersey 07054
Attention: Stephen G. Hauck, Esq.

18550094965 LP 6 of 8 LK



Doc# 1907806081 Fee \$52.00
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EDWARD M. MOODY
COOK COUNTY RECORDER OF DEEDS
DATE: 03/19/2019 12:15 PM PG: 1 OF 8

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1101 WEST LAKE BSD, LLC
(Mortgagor)

to

AREIT WH I LLC
(Mortgagee)

MORTGAGE AMENDMENT AND SPREADER AGREEMENT

Dated: As of March 15, 2019
Property Location: 1101 West Lake Street, Floors 1, 2, 4 and 6
Chicago, Illinois 60607

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MORTGAGE AMENDMENT AND SPREADER AGREEMENT

This Mortgage Amendment and Spreader Agreement (this "**Agreement**") is made as of March 15, 2019 by and between **1101 WEST LAKE BSD, LLC**, a Florida limited liability company, having an office at 2312 North Miami Avenue, 2nd Floor, Miami, Florida 33127 ("**Mortgagor**"), and **AREIT WH I LLC**, a Delaware limited liability company, having an address at 40 West 57th Street, 29th Floor, New York, New York 10019 (together with its successors and assigns, hereinafter referred to as "**Mortgagee**"), as successor by assignment from **ARGENTIC REAL ESTATE INVESTMENT LLC** ("**Original Mortgagee**"). Capitalized terms not defined herein shall have the meanings assigned to such terms in the Loan Agreement (defined below).

RECITALS

WHEREAS, Mortgagor and Original Mortgagee entered into that certain Loan Agreement dated as of January 15, 2019 (the "**Loan Agreement**") pursuant to which Original Mortgagee agreed to make a secured loan to Mortgagor in the maximum principal amount of up to \$11,000,000.00 (the "**Loan**");

WHEREAS, Mortgagor entered into that certain Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing, in favor of Lender, dated as of January 15, 2019 and recorded with the Cook County Recorder of Deeds as Document Number 1902333095 (the "**Mortgage**") to create a lien on, and security interest in, the real property located at 1101 West Lake Street, Chicago, Illinois known as floors 2, 4 and 6 thereof, in order to secure the performance and payment of the Debt.

WHEREAS, the Loan was assigned by Original Mortgagee to Mortgagee.

WHEREAS, Mortgagor intends to purchase additional real property located at 1101 West Lake Street, Chicago, Illinois known as floor 1 thereof (the "**Additional Property**") and in connection therewith Mortgagee shall advance additional Loan proceeds.

WHEREAS, pursuant to the terms and conditions of the Loan Agreement, Mortgagor has agreed to spread the lien of the Mortgage to cover the Additional Property.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. The foregoing recitals are true and correct and constitute a material part of this Agreement.
2. The parties hereto hereby amend, modify and spread the lien of the Mortgage to include the Additional Property, which Additional Property is hereby encumbered by the lien of the Mortgage and shall serve as security for the repayment and performance of the Debt as fully as if the Additional Property had been originally encumbered by the lien of the Mortgage.
3. Exhibit A to the Mortgage is hereby deleted in its entirety and replaced with the legal description attached hereto as Exhibit A.

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4. All references herein and in the Mortgage and any other Loan Documents to the term "Mortgage" shall mean and refer to the Mortgage, as modified by this Agreement, as may be amended, modified, supplemented, replaced or restated from time to time hereafter and all references herein and therein to the term "Property" shall include, without limitation, the Additional Property.

5. Except as amended hereby, all terms and provisions of the Mortgage remain unchanged and in full force and effect.

6. This Agreement may be executed in counterparts, all of which executed counterparts shall together constitute a single document. Signature pages may be detached from the counterparts and attached to a single copy of this Amendment to physically form one document.

7. This Agreement shall be binding upon and inure to the benefit of Mortgagor and Mortgagee and their respective successors and assigns.

8. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of New York without regard to conflict of laws principles.

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EXHIBIT A

Legal Description

First Floor:

PARCEL 1:

THAT PART OF LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PROPERTY AND SPACE CONTAINED WITHIN AND BETWEEN THAT CERTAIN HORIZONTAL PLANE LOCATED 17.14 FEET ABOVE CHICAGO CITY DATUM AND THAT CERTAIN OTHER HORIZONTAL PLANE LOCATED 30.91 FEET ABOVE CHICAGO CITY DATUM, LYING WITHIN THE BOUNDARIES PROJECTED VERTICALLY OF THAT PART OF LOTS 1 AND 2 IN HAYES AND SHELBY'S SUBDIVISION OF BLOCK 30 IN CARPENTER'S ADDITION TO CHICAGO IN SECTION 8, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID LOT 2, BEING ALSO THE NORTHWEST CORNER OF A SIX STORY BRICK BUILDING COMMONLY KNOWN AS 1101-09 WEST LAKE STREET IN CHICAGO; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 2, BEING ALSO ALONG THE EXTERIOR FACE OF SAID BUILDING, A DISTANCE OF 1.80 FEET; THENCE SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.09 FEET TO A POINT ON THE VERTICAL LINE OF INTERSECTION OF THE INTERIOR FACES OF TWO WALLS OF SAID BUILDING, BEING THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED; THENCE ALONG THE INTERIOR FACES OF THE WALLS OF THE ENCLOSED SPACE DESCRIBED HEREIN, THE FOLLOWING COURSES AND DISTANCES: EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 50.96 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.39 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.47 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 14.63 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.97 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.48 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 5.28 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 6.76 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 37.53 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 51.92 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 19.14 FEET TO A BEND IN THE WALL; NORTHWESTERLY ALONG A LINE MAKING AN ANGLE OF 169 DEGREES 44 MINUTES 08 SECONDS MEASURED COUNTER-CLOCKWISE, EAST TO NORTHWESTERLY FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 13.72; NORTH ALONG A LINE MAKING AN ANGLE OF 100 DEGREES 15 MINUTES 52 SECONDS MEASURED COUNTER CLOCKWISE, SOUTHEASTERLY TO NORTH FROM THE LAST DESCRIBED COURSE, A DISTANCE OF 15.04 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.41 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.90 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 7.00 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 47.00 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.92 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 18.20 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 0.52 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.80 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.40 FEET; SOUTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 1.05 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 12.50 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 2.61 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 25.08 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 31.62 FEET; EAST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST

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DESCRIBED COURSE, A DISTANCE OF 5.13 FEET; WEST AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 3.85 FEET; NORTH AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, A DISTANCE OF 57.40 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

NON-EXCLUSIVE EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN AND CREATED BY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS DATED JANUARY 27, 2006 AND RECORDED FEBRUARY 1, 2006 AS DOCUMENT 0603232130 AS AMENDED BY THE FIRST AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED MAY 6, 2015 AS DOCUMENT NO. 1512616075 AND AS FURTHER AMENDED BY SECOND AMENDMENT RECORDED NOVEMBER 1, 2018 AS DOCUMENT NO. 1830545052_OVER, ON, ACROSS AND THROUGH THE CONDOMINIUM PROPERTY, AS DEFINED THEREIN.

PARCEL 3:

THE EXCLUSIVE RIGHT TO THE USE OF G-2 AND G-3, LIMITED COMMON ELEMENTS AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS RECORDED FEBRUARY 1, 2006 AS DOCUMENT 0603232130, AS AMENDED BY THE FIRST AMENDMENT RECORDED MAY 6, 2015 AS DOCUMENT 1512616075, AND THE SECOND AMENDMENT RECORDED NOVEMBER 1, 2018 AS DOCUMENT 1830545052.

FOR INFORMATIONAL PURPOSES ONLY:

THE ADDRESS OF THE PROPERTY IS: 1101 W. LAKE STREET, FIRST FLOOR, CHICAGO, ILLINOIS 60607

PERMANENT INDEX NUMBER: 17 08 428 025

Second Floor:

Parcel 1:

Unit 2 in the 1101 West Lake Street Condominium, as shown on that certain ALTA/ACSM Land Title Survey, dated January 27, 2006, prepared by Professionals Associated Survey, Inc., and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North Range 14, East of the Third Principal Meridian in Cook County, Illinois;

Which survey is attached as Exhibit "B" to the Amended and Restated Declaration of Condominium recorded February 1, 2006 as document number 0603232127, and as further amended from time to time, which amends and restates the Declaration of Condominium recorded January 13, 2004 as document 0401644052, together with their undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to the use of G-14 and G-15, limited common elements as delineated on the survey attached to the Declaration of Covenants, Conditions, Restrictions and Easements recorded February 1, 2006 as document 0603232130, as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements recorded May 6, 2015 as document 1512616075, and second amendment recorded November 1, 2018 as document 1830545052.

Parcel 3:

Non-exclusive easements for the benefit of Parcel 1 as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements recorded February 1, 2006 as document 0603232130, as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements recorded May 6, 2015 as document 1512616075, and second amendment recorded November 1, 2018 as document 1830545052, for support, utilities, encroachments, and ingress and egress.

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For informational purposes only:

Address: 1101 W. Lake Street, Unit 2, Chicago, Illinois 60607
Permanent index number: 17 08 428 026 1002

Floors 4 and 6:

Parcel 1:

Units 4 and 6 in the 1101 West Lake Street Condominium, as shown on that certain ALTA/ACSM Land Title Survey, dated January 27, 2006, prepared by Professionals Associated Survey, Inc., and being a portion of that certain parcel known as Lots 1 and 2 in Hayes and Shelby's Subdivision of Block 30 in Carpenter's Addition to Chicago in Section 8, Township 39 North Range 14, East of the Third Principal Meridian in Cook County, Illinois;

Which survey is attached as Exhibit "B" to the Amended and Restated Declaration of Condominium recorded February 1, 2006 as document number 0603232127, and as further amended from time to time, which amends and restates the Declaration of Condominium recorded January 18, 2004 as document 0401644052, together with their undivided percentage interest in the common elements.

Parcel 2:

The exclusive right to the use of G-1, G-12, G-16 and G-17, limited common elements as delineated on the survey attached to the Declaration of Covenants, Conditions, Restrictions and Easements recorded February 1, 2006 as document 0603232130, as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements recorded May 6, 2015 as document 1512616075, and second amendment recorded November 1, 2018 as document 1830545052.

Parcel 3:

Non-exclusive easements for the benefit of Parcel 1 as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements recorded February 1, 2006 as document 0603232130, as amended by the First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements recorded May 6, 2015 as document 1512616075, and second amendment recorded November 1, 2018 as document 1830545052, for support, utilities, encroachments, and ingress and egress.

For informational purposes only:

Address: 1101 West Lake Street, Units 4 and 6, Chicago, Illinois 60607
Permanent index numbers: 17 08 428 026 1004 and 17 08 426 026 1006